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STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease, dated effective May 1st, 2007, by and between **TULSA BOY, LLC**, whose address is 110 Hazelwood Dr, Fort Worth Tx 76107 ("**Lessor**"), and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, ("**Chesapeake**"), successor in right, title, and interest to the lease which was recorded in the Tarrant County Deed Records at Document Number D207161227 (the "**Lease**").

WHEREAS Chesapeake and Lessor, desire to execute this Amendment to the Lease (the "**Lease Amendment**");

NOW, THEREFORE, Chesapeake and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 5 is hereby **deleted** in its entirety and **replaced** by the following new Paragraph 5:

"5. **POOLING.** Lessee shall pool all of the Leased Premises with other adjoining land, lease, or leases, into one (1) pooled unit containing not more than: (i) forty (40) surface acres for any well other than a Horizontal Well; and (ii) **six hundred and forty (640) acres plus a maximum acreage tolerance of ten percent (10%) for Horizontal Wells.** If larger pooled units are required under any governmental rule or order for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such pooled unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall execute an instrument identifying such pooled unit and filing it for record in the public office in which this lease is recorded and providing a copy thereof to Lessor. At any time while this lease is in force, Lessee may not dissolve any pooled unit established hereunder without Lessor's prior written consent, which shall not be unreasonably withheld. If operations are being conducted for drilling on or production of oil or gas from any part of a properly pooled unit which includes a portion of the Leased Premises, such operations or production shall be considered as operations for drilling on or production of oil and gas from that portion of the Leased Premises which is included in such pooled unit whether or not the well or wells are located on the Leased Premises. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to that portion of the Leased Premises included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit which the number of surface acres of the Leased Premises included in the pooled unit bears to the total number of surface acres included in the pooled unit. Such allocation shall be on an acreage basis – that is to say, there shall be allocated to the pooled unit (or to each separate tract within the unit) that pro rata portion of all of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in such separate tract) and included in the pooled unit bears to the total number of acres in the pooled unit. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event this lease, or any part thereof, covers separate tracts, no communitization of royalty interests as between any such tracts intended or shall result from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right and authority to pool or unitize the leased

premises as provided in the pooling or other such provisions contained in this lease. As used in this paragraph, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises. Notwithstanding anything to the contrary herein contained, drilling operations on or production from a pooled unit, or units established under the provisions hereof or otherwise embracing land covered hereby and other land shall maintain this lease in force only as to land included in such unit or units. At any time while this lease is in force, Lessee may not dissolve any pooled unit established hereunder without Lessor's prior written consent."

2. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

3. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is May 1st, 2007.

LESSOR:

Tulsa Boy, LLC
A Texas Limited Liability Corporation

By: *Matthew Mildren*

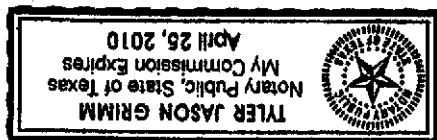
Its: President

Printed Name: Matthew Mildren

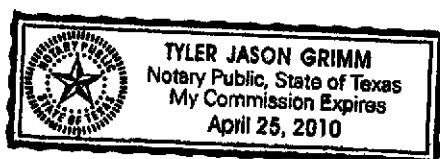
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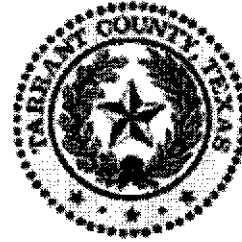
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 25 day of March, 2009, by Matthew Mildren as President of Tulsa Boy, LLC, a Texas Limited Liability Corporation.



Tyler J. Grimm
Notary Public
My Commission Expires: 4/25/2010
Notary's Name (printed): Tyler J. Grimm





FOUR SEVENS ENERGY CO LLC
201 MAIN ST STE 1455

FT WORTH TX 76102

Submitter: FOUR SEVENS ENERGY CO., LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 03/31/2009 09:58 AM
Instrument #: D209083746
LSE 3 PGS \$20.00

By: _____



D209083746

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
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